

DIRECTV, INC.
SERVICES PROVIDER AGREEMENT

This Services Provider Agreement (including all Exhibits and Schedules hereto, this "Agreement") is entered into as of July 29, 2009 (the "Effective Date"), between **DIRECTV, Inc. doing business as DIRECTV Home Services**, a California corporation ("DIRECTV"), and ~~Modern Day Satellite~~ ("Contractor"). ~~DIRECTV and Contractor may also be collectively referred to herein as the "Parties."~~

RECITALS

A. DIRECTV is a provider of direct broadcast satellite ("DBS") services to consumers which include video, audio, data and other programming delivered via specialized satellite receiving equipment.

B. DIRECTV is also engaged in the business of installing and activating digital satellite system equipment for consumers consisting of a satellite antenna (including the LNB) and an integrated receiver/decoder (including a remote control) ("DIRECTV System"), which is compatible and fully operable with DIRECTV's DBS services.

C. Contractor is engaged in the business of installing, servicing and maintaining various consumer electronic products, including satellite systems.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

AGREEMENT

1. **Appointment of Contractor.**

a. **Authority.** DIRECTV hereby engages Contractor to provide services in the installation and maintenance of DIRECTV System Hardware (the "Services," or "Fulfillment Services" when referring specifically to initial customer installation services only) as defined herein and as identified in Exhibit 1.a.i. attached hereto for DIRECTV customers located in geographical areas specified in Exhibit 1.a.ii. attached hereto, which services shall be performed in accordance with this Agreement and a Work Order (as defined below) issued by DIRECTV in connection therewith. Additional installation and/or maintenance services for DIRECTV-related products, other products (each such service an "Additional Service"), shall be individually defined in a separate Statement of Work, the rates for such Additional Services included, and shall be attached hereto and incorporated herein as Exhibit 1.a.iii. Throughout the Term, this Agreement may be amended by mutual agreement of the parties to include further Additional Services and such Additional Services shall be provided by Contractor pursuant to the terms and conditions as shall be set forth herein (Additional Services shall be referred to as "Services" throughout this Agreement). For purposes of this Agreement, a "Work Order" shall mean an individual order issued by DIRECTV for each Service, or series of Services. Each Work Order shall be subject to the terms of this Agreement and the requirements of each applicable Statement of Work attachment.

b. **Limitation.** Nothing herein shall be construed to grant Contractor any right or authority to sell, solicit or take orders for DIRECTV's DBS service, or otherwise act as a sales agent or an agent of DIRECTV, or sell or rent a DIRECTV System either on its own behalf or on behalf of DIRECTV.

DTVHS Contractor form 6/18/09: EXECUTION

CONFIDENTIAL--SUBJECT TO PROTECTIVE ORDER

MD 000015

EXHIBIT II

c. Commencement of Work Notwithstanding any other provision herein, Contractor may perform Services only upon: (i) receipt of a written or electronic Work Order from DIRECTV or its authorized agent; (ii) receipt of the DIRECTV System specifically identified by DIRECTV for the DIRECTV customer, or notification that the DIRECTV customer has received the DIRECTV System; (iii) coordination by Contractor directly with the DIRECTV customer for the earliest convenient time to perform the applicable Services in connection with the DIRECTV System and agreed upon hardware and antenna placement (subsequent to the scheduling of the appointment window by DIRECTV); and (iv) confirmation by Contractor to DIRECTV of receipt of the Work Order and scheduled time for provision of applicable Services. Under no circumstances, however, shall Contractor delay the provision of any Services hereunder, or the scheduling of such Services appointment, for the convenience of Contractor and/or its employees or agents. Initial appointment coordination by Contractor with the DIRECTV customer shall also be used by Contractor to identify any potential line of sight, landlord/tenant or other issues such that the technician shall be provided with all necessary equipment or DIRECTV forms in order to be able to properly complete the Work Order. Furthermore and in accordance with the Statement of Work and the Policies and Procedures, as defined in Section 2.f., Contractor shall, on the morning of the scheduled appointment, contact each applicable DIRECTV customer with a reminder telephone call regarding the time of the scheduled appointment.

d. Work Orders. Contractor shall perform and provide the Services hereunder in accordance with this Agreement, the applicable Work Order issued by DIRECTV or its authorized agent and the applicable Statement of Work(s) as set forth in Exhibit 1.a.iii.

e. Reservation of Rights. Contractor expressly acknowledges and agrees that all rights in and to the satellite transmission of DIRECTV's DBS services, the DIRECTV System and the renting, sale, installation and/or maintenance of the DIRECTV System are reserved to DIRECTV and nothing in this Agreement shall be deemed to restrict in any manner the right or ability of DIRECTV to distribute its DBS services or the DIRECTV System itself or through other parties, or provide any Services to DIRECTV customers itself or through any other party.

f. Allocations. Execution of this Agreement does not constitute or guarantee that any Work Order(s) will be issued by DIRECTV or its authorized agent. DIRECTV may allocate any Work Orders described hereunder among its employees, contractors, retailers and others in any manner it may choose. Notwithstanding anything in this Agreement or the attached exhibits to the contrary, Contractor acknowledges that this Agreement is non-exclusive and that Contractor is not guaranteed any minimum number of installations or maintenance or other Service Calls on a per-DMA basis or otherwise.

g. No Separate Business. This Agreement does not authorize Contractor to operate any business or provide Services to others for its own account and is merely a contract for Services to be provided to, and on behalf of, DIRECTV as ordered by DIRECTV. In no event shall any non-DIRECTV authorized documents, advertisements, offers or promotions be provided by Contractor to DIRECTV customers during the performance of the Services hereunder without prior written approval by DIRECTV. Contractor is not required to pay any fees to DIRECTV to perform hereunder, although fees payable by DIRECTV to Contractor pursuant to its performance hereunder may be subject to offsets or recoupments as is more specifically set forth in section 4 of this Agreement. Contractor acknowledges and agrees that DIRECTV customers are customers of DIRECTV, not Contractor.

2. Contractor Administrative Responsibilities.

a. Connectivity.

(i) Scheduling/Management System. To the extent that Contractor elects to receive the DIRECTV Work Order data and convert such data into Contractor's own order management system, Contractor agrees that all information provided by DIRECTV with respect to any Work Order shall remain and

be visible at the technician Work Order level. At DIRECTV's sole discretion, Contractor shall within a reasonable rollout schedule, as shall be communicated by DIRECTV, outfit all technicians with a laptop computer or other approved web-based, handheld device capable of receiving, modifying and closing Work Orders in the field by such employee technician. All costs related to the purchase of any such laptop or handheld device (together, "Devices") shall be the responsibility of Contractor. Contractor shall also be responsible for all "air-time" charges (including both voice and data) incurred through the use of the Devices, if any. DIRECTV shall retain title to all Devices provided by it to Contractor, if any (other than those Devices, if any, Contractor elects to purchase), and Contractor shall promptly return all such Devices to DIRECTV upon DIRECTV's written request. To the extent that DIRECTV elects to provide Contractor with Devices, the terms of such provision shall be set forth in Exhibit 2.a.(i) hereto. DIRECTV shall have the right to recoup from Contractor its costs related to all provided Devices which are damaged, lost or are otherwise unaccounted for by Contractor. Contractor agrees that it will promptly report the resolution of each Work Order placed by DIRECTV through the system in accordance with this Agreement and those guidelines and procedures established by DIRECTV from time to time. Contractor acknowledges and agrees that failing to promptly and properly report the resolution of each Work Order placed by DIRECTV pursuant to the established business rules and/or policies and procedures shall delay or prevent DIRECTV's ability to credit Contractor with the completion of such Services and Contractor shall not earn Fees for any particular Work Order until properly closed. Contractor shall require that each technician, including any subcontractor, has the ability to communicate, via cell phone, with both Contractor's applicable dispatch office as well as DIRECTV call center representatives while performing the Services hereunder.

(ii) Internet/E-Mail. Contractor shall establish and maintain an Internet electronic mail address (a) for purposes of business-to-business communication between DIRECTV and Contractor and (b) to properly perform the obligations hereunder. If DIRECTV reasonably determines that Contractor's receipt and/or transmission of data via email as it relates to this Agreement is hindered as a result of Contractor's utilization of a particular internet service provider ("ISP") (i.e., ISP file size restrictions, unreasonable traffic load, etc.), Contractor shall be required, within ten (10) days of such notification from DIRECTV, to retain a mutually agreeable ISP in order for Contractor to perform its obligations hereunder.

b. Office Space; Additional Costs. Contractor shall provide at its own expense, all office space and supplies, office overhead (such as telephone, copier and facsimile expense), labor, skills, tools and other equipment and personnel necessary for it to perform the Services in a timely manner. In addition, Contractor shall be responsible for all travel, lodging and meal cost, if any, should over-night travel be required to perform Services. Contractor shall conspicuously display an approved sign at each office reflecting a logo designated by DIRECTV (in conformance with the DIRECTV Trademark and Style Guide, as defined in paragraph 21, below). Contractor shall staff each office with trained personnel and Contractor shall be available to perform the Services as requested by DIRECTV in accordance with the terms of this Agreement

c. Personnel; Vehicles; Uniforms. See Exhibit 2.c.

d. Books, Records and Inspections. During the term of this Agreement and for a period of three (3) years thereafter, Contractor agrees that it will keep accurate and complete books and records regarding its performance of its obligations under this Agreement (including but not limited to all of the DIRECTV-owned original customer-signed forms such as the Customer Installation Satisfaction Checklists for each Work Order performed, all DIRECTV Lease Addendum documents, landlord approval forms (collectively, The "DIRECTV Customer Documents"). The DIRECTV Customer Documents shall be collected and returned to Contractor's local DIRECTV Home Services office on a weekly basis. Contractor shall also maintain separate from the DIRECTV Customer Documents all property damage reports, injury reports, police reports, DIRECTV System Hardware Bill of Lading documents and documentation verifying employee background checks and will make such books and records available by fax or by physical inspection, or such other means as DIRECTV requests, as soon as is reasonably possible upon DIRECTV's request. During the term of this Agreement, as well as any extension thereof, Contractor shall make its offices available at any time during business hours so

that DIRECTV may inspect and otherwise audit the way in which Contractor is performing the Services both at Contractor's offices/warehouses and on customers' premises as well as to inspect the manner in which DIRECTV System hardware is being secured. Such audits by DIRECTV shall include completed Work Orders as well as work in progress. In addition, Contractor shall keep accurate and complete financial records related to its business obligations under this Agreement. Such records, to be timely updated monthly (or quarterly for public companies) shall include an income statement, balance sheet, cash flow and a rolling 12-month financial plan. All such records and all accounting systems with respect thereto shall be made available for inspection and review by DIRECTV or its representatives upon reasonable notice to Contractor during normal business hours throughout the Term of this Agreement. In the alternative, if Contractor conducts annual audits and can produce audited financial records along with an independent auditor's opinion, DIRECTV access to such audit results shall be sufficient. Financial records provided shall be maintained in accordance with generally accepted accounting principles. Contractor shall fully cooperate with DIRECTV in such inspection and audit.

e. Communications Contact. Contractor agrees that it will have reasonably adequate representatives available at all times, seven (7) days a week (8 am to 6 pm local time), for communication with DIRECTV and DIRECTV customers, including administrative personnel to coordinate with DIRECTV personnel regarding completion of the scheduling of the Services hereunder. Specifically, Contractor shall provide a phone number that the DIRECTV Customer Service Department may provide to DIRECTV customers who have a specific question or problem related to such Customer's installation or installation appointment attached to a Work Order provided by DIRECTV to Contractor. Contractor shall be obligated to reasonably staff to answer such incoming calls as set forth above. Attached as Exhibit 2.e, is a list of persons whom DIRECTV may call outside of the required business hours to coordinate the provision of Services. Contractor will promptly provide an updated list to DIRECTV whenever the list of persons changes for any reason. The designated contact person(s) shall be available on a 24-hour-per-day 7-day-per-week basis.

f. Policies and Procedures. In addition to the terms and conditions set forth herein and in each Work Order, Contractor agrees that it will comply with all DIRECTV service guidelines and policies and procedures as reasonably determined by DIRECTV (the "Policies and Procedures" or "P&P") furnished to Contractor, which Policies and Procedures may be amended by DIRECTV from time to time in its reasonable discretion. Such Policies and Procedures are hereby incorporated into this Agreement by this reference. Contractor will ensure that the Policies and Procedures are quickly disseminated to all Contractor personnel, including Subcontractors, performing the Services.

g. Representations and Warranties. Contractor shall not make any warranties or representations regarding DIRECTV's programming services or DIRECTV System that are inconsistent with or more extensive than the warranties and representations provided by DIRECTV, and/or the DIRECTV System manufacturers. In no event shall Contractor offer any DIRECTV customer a Contractor-provided service or maintenance plan with respect to the DIRECTV system unless DIRECTV has previously approved, in writing, such an offer by Contractor.

3. Contractor Installation and Service Responsibilities. See Exhibit 3.

4. Fees Payable by DIRECTV.

a. Services. In full consideration for Contractor's provision of the Services hereunder, DIRECTV agrees to pay Contractor for such Services as described below.

(i) Fulfillment Services. For certain Fulfillment Services, as well as Service Calls, provided by Contractor, Contractor shall be entitled to receive payment as set forth in Exhibit 4.a.(i) ("Rate Matrix") for proper and successful completion of the applicable Work Order.

b. Credits; Refunds; Chargebacks. Notwithstanding anything to the contrary contained herein, Contractor shall not be entitled to any payment for Fulfillment Services not completed for any reason, including a cancellation by the DIRECTV customer at the door. In addition, DIRECTV shall have the right to offset from the amounts owed to Contractor hereunder or any other agreement between the Parties, or recoup from, or charge back directly to, Contractor, at its option, any amount owed by Contractor to DIRECTV hereunder, including, but not limited to, hardware and performance chargebacks as set forth hereunder, any amounts received by Contractor to which it is not entitled hereunder, any payments made to Contractor in error and any cost that DIRECTV incurs or amount that DIRECTV credits, refunds or pays to a DIRECTV customer or any other third party arising out of the Services provided by Contractor hereunder. If the amount owed by DIRECTV to Contractor for a given month is not sufficient to cover the amount owed to DIRECTV by Contractor for such month, Contractor shall pay the difference to DIRECTV within thirty (30) days following its receipt of an invoice from DIRECTV.

5. Invoicing and Payment; Disputed Payment Resolution.

a. General. All installation, maintenance and Service Calls not included in the payments process as defined below shall be considered disputed payments ("Disputed Payments") and shall be submitted by Contractor and paid by DIRECTV as set forth herein.

b. Payments. The payments process shall apply only to installation and services included in the Rate Matrix attached hereto as Exhibit 4.a.(i), which may be amended by DIRECTV in its reasonable discretion. DIRECTV shall pay Contractor on or before thirty (30) days after the end of the applicable DIRECTV Accounting Period (i.e., the last day of a given calendar month), provided, however, that no payment shall be considered to be due and payable until the Services in connection therewith have been performed and completed by Contractor in accordance with this Agreement.

c. Disputed Payment Resolution. Contractor shall have thirty (30) days from receipt of payment to request a reconciliation of DIRECTV's payment to Contractor. All payments disputed by Contractor must be made in writing as prescribed hereunder and/or in the established Policies and Procedures. With respect to any disputes concerning Contractor's provision of the Services which are not reflected in DIRECTV's system and consequently not paid by DIRECTV, the dispute form/template must be submitted as prescribed by DIRECTV and/or in the Policies and Procedures. All disputed payments must be supported by adequate written descriptions and supporting documents. Upon such request, DIRECTV shall have forty-five (45) days from its receipt of notice of a disputed payment to investigate Contractor's claim and to respond to Contractor. In the event that DIRECTV maintains records needed by Contractor in order to resolve a dispute, DIRECTV shall provide such documentation to Contractor once at no cost to Contractor. Disputes not submitted in accordance with the process herein shall not be considered by DIRECTV. DIRECTV shall act in good faith and deal fairly with Contractor in reviewing any reconciliation requests submitted by Contractor. DIRECTV's decision regarding a reconciliation request shall be final and determinative.

d. Overpayments. Immediately upon discovery by Contractor, or as a result of DIRECTV's audit in accordance with Section 2(d) above, of any overpayment, Contractor shall notify DIRECTV, as applicable, and shall return the excess amount to DIRECTV as soon as reasonably possible, but in no event longer than ten (10) days after discovery, or DIRECTV, at its option, may withhold payment of monies due to Contractor until such time as any overpayment has been rectified.

6. Fee Collections; Liens.

a. Payment for Services. Except as otherwise requested in writing by DIRECTV, Contractor shall not collect any fees, payments or otherwise from DIRECTV customers in connection with the Services provided and performed in accordance with this Agreement.

b. Liens. In no event shall Contractor (a) file, or threaten to file, a lien or a claim against a DIRECTV customer; (b) encumber in any way the property of a DIRECTV customer; or (c) in any way seek to secure payment from said DIRECTV customer in connection with Contractor's provision of Services hereunder, except as otherwise permitted by DIRECTV. In the event of any dispute with DIRECTV related to the Services provided hereunder, Contractor agrees that it shall seek recourse only against DIRECTV and Contractor agrees to promptly pay and discharge any liens, claims or charges filed by or on the behalf of any of its laborers, subcontractor(s), material suppliers or any other third party whom Contractor has engaged related to the provision of the Services hereunder. ~~DIRECTV shall have the right to obtain injunctive relief in order to prevent Contractor from breaching its obligations (or to obtain specific performance to compel Contractor to perform its obligations) pursuant to this Section.~~

7. Term. The term (the "Term") of this Agreement shall be effective as of the date written above and shall continue for one (1) year (the "Effective Date"). The Term will automatically renew thereafter for additional, individual one-month periods unless (i) either Party provides written notice of termination subject to provisions in Section 8 of this Agreement or (ii) no Work Orders have been assigned to Contractor during the 6-month period immediately preceding the expiration of the then-current Term.

8. Early Termination.

a. Without Cause. Either party may terminate this Agreement for any reason by giving the other party no less than seven (7) days prior written notice.

b. With Cause. Except as stated in Section 8(c) below, in the event that either Party breaches its duties or obligations hereunder, which breach is not cured within five (5) days after written notice is given by the non-breaching party to the breaching party specifying the breach in reasonable detail, this Agreement may be terminated by the non-breaching party immediately upon giving written notice to the breaching party.

c. Noncurable Breaches. In the event Contractor commits a noncurable material breach of this Agreement, then, notwithstanding Section 8(b) above, DIRECTV shall have the option to terminate this Agreement immediately upon written notice to Contractor without an opportunity to cure, with no further liability to Contractor. A particular noncurable material breach may be deemed to have occurred, by way of example, and not as any limitation, where Contractor or any employee, agent or affiliate:

(i) has misrepresented the prices, terms, or conditions upon which the manufacturer's warranty, extended warranty, installation services or other products, promotions, or services are being offered by DIRECTV;

(ii) has engaged in signal piracy or theft of satellite signals;

(iii) has engaged in or attempted to engage in the sale and distribution of, or otherwise has used, modified access cards;

(iv) has engaged in or attempted to engage in documentable "bait-and-switch" conversion tactics for services which compete with DIRECTV programming services;

(v) has induced or attempted to induce a DIRECTV customer to switch to a service which competes with DIRECTV's programming service;

(vi) has received a notice of violation of the terms or conditions of any license or permit required in the conduct of its business and has failed to correct such violation within the time period specified in such notice;

(vii) has knowingly submitted a request for a payment, including any bonus payment, where one is not properly payable;

(vii) has failed at any time to comply with and maintain the insurance requirements and business license requirements set forth in this Agreement;

~~(viii) has installed or attempted to install, or failed to immediately inform DIRECTV~~ of, a residential programming package at a commercial customer location;

(ix) has changed or attempted to change identification numbers on customer accounts to falsely obtain any kind of payment;

(x) has breached the obligations regarding the use of DIRECTV Confidential Information as described in Section 23 below, including, but not limited to, deploying a third party vendor with access to DIRECTV Confidential Information prior to such third party being approved in writing by DIRECTV; or

(xii) has breached its obligations as set forth in Section 10 of this Agreement.

9. **Effects of Termination.**

a. Upon termination, suspension, or expiration of this Agreement, all rights and obligations of either party hereunder shall cease without further liability, effective as of the date of termination, suspension or expiration, unless otherwise stated in this Agreement and except with respect to liabilities arising prior to termination of this Agreement. Contractor agrees, and agrees to cause its employees, agents and subcontractors, to return to DIRECTV within ten (10) days after termination of this Agreement all materials (and all copies thereof) relating to DIRECTV, including, but not limited to, any and all price and specification catalogues, all administrative manuals, all sales literature, and any and all other such materials. Upon termination of this Agreement, Contractor agrees that Contractor, its employees, agents and subcontractors immediately shall discontinue the use of any service mark or trademark covered by this Agreement, as well as the use of any other items involving DIRECTV's name, such as signs, stationery, logos, or business cards, and Contractor will not represent itself in any fashion as a contractor, an agent or representative of DIRECTV. Upon termination, suspension or expiration of this Agreement, Contractor agrees that it and each of its employees, agents and subcontractors will promptly return all DIRECTV owned property (Devices, DIRECTV Tools, DIRECTV hardware) in their possession to DIRECTV by any delivery means reasonably requested by DIRECTV. Because of the difficulty in establishing the improper use of Customer Information and other DIRECTV Confidential Information, as defined below, Contractor agrees that for a period of two years after termination, it shall not, on behalf of any other provider of multi-channel video service or on its own behalf, solicit any DIRECTV customer for whom Contractor provided Services in accordance with the terms of this Agreement.

b. If the termination hereof is due to Contractor's material breach, DIRECTV may elect to terminate the DIRECTV Sales Agency Agreement, if any exists between the parties, at its sole discretion.

10. **Exclusivity.** Due to the fact that Contractor will have access to Customer Information and other DIRECTV Confidential Information as defined below, during the term of this Agreement, Contractor agrees that neither it, nor its parent entities, subsidiaries or affiliates, shall perform installations or Services for any other provider or distributor of products/services which compete with DIRECTV's programming services or any other DIRECTV product or service within the DMA(s) it is receiving DIRECTV Work Orders, except as otherwise permitted by DIRECTV. This includes, but is not limited to the distribution of television

programming via DTH/DBS, cable, MMDS, FiOS/IPTV or any and all other technologies and media now existing or hereafter developed.

11. **Other Products.** From time to time, DIRECTV may offer to Contractor the opportunity to market/promote additional products or services to the DIRECTV Customer while Contractor is performing the Services within the Customer's residence (e.g., The DIRECTV Protection Plan). In the event that Contractor elects to act as one of DIRECTV's representatives as it relates to such products or services, the terms of such arrangement shall be set forth in Exhibit I; hereto.

12. **Defaults and Remedies.** In the event Contractor is in anticipatory breach of this Agreement or has failed to comply with any material term or provision of this Agreement, DIRECTV shall have the right at its option to (a) perform or cause to be performed any one or more of Contractor's obligations, in which case, DIRECTV shall be entitled to obtain from Contractor or deduct from any amount payable to Contractor, an amount equal to any increased cost incurred by DIRECTV in performing or obtaining the performance of Contractor's obligations hereunder; (b) terminate this Agreement in accordance with Section 8; or (c) pursue any other remedy available under applicable law.

13. **Conformance to All Laws.** DIRECTV and Contractor shall comply with all applicable federal, state, county and municipal laws, codes, rules, regulations in the performance of its obligations under this Agreement, including but not limited to, in the case of Contractor, obtaining all of the necessary business/contractor licenses and permits required of Contractor by the municipality and state in which the work is being performed and complying with the Occupational Safety and Health Act.

14. **Taxes.**

a. **Contractor Taxes.** All taxes that may be levied on Contractor for services provided under this Agreement or otherwise shall be the sole responsibility of Contractor, including all applicable taxes on payments made by DIRECTV to Contractor pursuant to this Agreement.

b. **Contesting of Taxes.** Contractor shall not contest the levying or assessment of any tax for which DIRECTV or DIRECTV customers are responsible for payment related to the services provided hereunder without DIRECTV's prior written consent.

15. **Insurance.** From and after the date of this Agreement:

a. **Coverage.** Contractor shall obtain and maintain insurance, as provided by a licensed insurer with a Best's rating of A- VIII or better, with coverage and limits as follows:

(i) Contractor shall carry a policy (or policies) of Workers Compensation Insurance covering Contractor's employees in each jurisdiction in which Contractor is performing work pursuant to this Agreement. Each such policy shall be on a form approved for use in each state in which work is being performed and shall provide, at a minimum, statutory Workers' Compensation coverage and Employer's Liability Insurance at limits of not less than \$500,000.00 per employee per accident for Bodily Injury by Accident, \$500,000.00 per employee per occupational disease and \$500,000.00 for all occupational diseases. If Contractor shall be performing work pursuant to this Agreement in a state known as a "Monopolistic" state, or if Contractor has qualified in any state as a self-insurer, the Employers' Liability coverage for that state may be attached either to another Workers' Compensation policy or to the Commercial General Liability coverage.

(ii) Commercial General Liability Insurance covering Operations and Premises Liability; Independent Contractors; Completed Operations; Product Liability; Contractual Liability; Personal

Injury; Property Damage caused by explosion, collapse and underground damage; and Broad-Form Property Damage. The limits of such liability insurance shall be no less than \$1,000,000.00 per occurrence.

(iii) Comprehensive Automobile Liability Insurance covering all owned, hired and non-owned vehicles, including the loading or unloading thereof, with limits of no less than \$1,000,000.00 combined single limit for bodily injury and/or property damage.

(iv) All Risk Commercial Property Insurance issued on a replacement cost basis, in an amount sufficient to cover all DIRECTV-owned property in the care, custody, and control of Contractor, if any. The policy must name DIRECTV as the loss payee.

(v) Umbrella or Excess Liability Insurance covering the items set forth in (i) (insofar as it relates to Employer's Liability Insurance), (ii) and (iii) above with a policy limit of not less than \$5,000,000.00.

b. Companies. All such insurance shall be carried in companies reasonably satisfactory to DIRECTV and licensed to do business in the jurisdiction where the obligations of Contractor under this Agreement are to be performed, and the liability policies shall be primary coverage and shall name DIRECTV, its subsidiaries, employees and affiliates as additional insureds.

c. Commencement of Work. Contractor shall likewise not allow any subcontractor to commence work until subcontractor has obtained the same insurance coverage required of Contractor hereunder; provided, however, that subcontractors shall not be required to carry umbrella or blanket insurance policies.

d. Cancellation. Each policy shall provide that it will not be canceled, non-renewed or materially amended except after thirty (30) days advance written notice to DIRECTV, mailed to the address indicated herein, and the policy, policy endorsements or certificates of insurance shall so state.

e. Evidence of Insurance. Contractor shall provide certificates evidencing coverage as listed above prior to commencement of work, and at every annual renewal of the policies, for the duration of this Agreement. All certificates shall name DIRECTV (including its officers, directors, affiliates, employees and agents) as an additional insured as respects commercial general liability, automobile liability, and umbrella or excess liability insurance. Endorsements to the policies naming DIRECTV as additional insured will be provided by Contractor upon request. Contractor will endeavor to obtain waivers of subrogation in favor of DIRECTV from its insurers.

16. Amendment. DIRECTV retains the right to change (i) both the Rate Matrix pursuant to Section 5.b., above, and (ii) the Performance Standards as set forth in Exhibit 3.e.(v), from time to time in its reasonable discretion, as its business needs dictate, provided that reasonable, prior written notice shall be provided to Contractor. Subject to the exclusions set forth in the previous sentence, this Agreement may only be modified or supplemented by written agreement by both parties. Modifications include, but are not limited to, changes to Contractor's business entity, including name, ownership and/or legal organizational formation/structure.

17. Assignment. As this is an agreement for personal services, Contractor may not assign its rights and obligations under this Agreement without the written consent of DIRECTV. Any purported assignment by Contractor to a third party in violation of this Section shall be void effective as of the date the attempted assignment was made, and DIRECTV shall have the right immediately to terminate this Agreement upon notice of such attempted assignment without consent. DIRECTV, in its sole discretion, may assign its rights and obligations under this Agreement at any time for any purpose.

18. **Indemnification.** Contractor shall indemnify, defend and hold DIRECTV, its affiliate, subsidiary and parent entities and each of their respective directors, officers, employees, agents, assigns and successors harmless from any and all costs, expenses, liability, claims, judgments, lawsuits and demands (including attorneys' fees) arising out of (a) the performance, breach or alleged breach by Contractor of its obligations, warranties, representations or covenants under this Agreement; (b) the negligence or other wrongdoing, in whole or in part, on the part of any employee, agent, servant, subcontractor, or representative of Contractor in connection with the performance of its obligations under this Agreement; (c) the termination, disturbance, interruption or other interference with services of any type of utility or other public or private facility damaged, harmed or disturbed, or caused to be disturbed, by Contractor and any of its agents, servants, employees, subcontractors or representatives; (d) any acts or omissions of Contractor which would cause the independent contractor status as provided in Section 19 to be breached; and (e) any acts or omissions of any subcontractor. This Section shall survive the termination or expiration of this Agreement. DIRECTV shall indemnify, defend and hold Contractor, its officers, directors, employees, agents and affiliates harmless of and from any and all costs, expenses, liability, claims, judgments, lawsuits and demands (including attorneys' fees) arising out of (a) the performance or breach by DIRECTV of its obligations under this Agreement; or (b) the active negligence or other wrongdoing on the part of any employee, agent, servant or representative of DIRECTV in connection with the performance of its obligations under this Agreement.

19. **Independent Contractor.** Contractor is an independent contractor authorized during the term hereof to perform and provide Services to DIRECTV. Except as otherwise expressly provided herein, Contractor shall have full control over the methods, techniques, sequences, and procedures of the Services to be provided hereunder. This Agreement is intended to create an independent contractor relationship between the parties for purposes of federal, state and local law, including the Internal Revenue Code of 1986, as amended. Without limitation, Contractor agrees to provide DIRECTV with a completed "Request for Taxpayer Identification Number and Certification" in which the applicable taxpayer identification number is identified. Because Contractor and Contractor's employees and subcontractors are not employees, franchisees, agents or otherwise of DIRECTV, Contractor and its employees and subcontractors are not entitled to any benefits to which DIRECTV employees may be entitled under DIRECTV policies or as otherwise required by law, including workers' compensation or unemployment compensation benefits. DIRECTV will not withhold any taxes from any amounts payable to Contractor under this Agreement and will not make any FICA or other contributions on behalf of or for the benefit of Contractor, its employees and subcontractors. Contractor will be solely responsible for the payment of all state, federal and local taxes on amounts payable to Contractor under this Agreement. Contractor shall indemnify DIRECTV for any claims relating to such payments.

20. **THIS SECTION IS DELETED.**

21. **Service Marks and Trademarks.** DIRECTV hereby grants, and Contractor hereby accepts, the non-exclusive right to use the service marks or trademarks of DIRECTV (the "DIRECTV Marks") solely in connection with the provision of Services during the Term. Contractor agrees that (i) it shall use the DIRECTV Marks solely in connection with the provision of Services during the Term, and in accordance with all of the terms and conditions set forth herein, (ii) the DIRECTV Marks shall be exhibited and displayed in the exact form provided by DIRECTV, (iii) it shall not make or permit the making of any copies of the DIRECTV Marks, in whole or in part except as reasonably required for the purposes herein specified, (iv) it shall not have the right to authorize others, with the exception of Contractor's affiliates, subsidiaries and agents, to use the DIRECTV Marks (and then only subject to the restrictions set forth herein), (v) its use of the DIRECTV Marks shall include all standard proprietary notices prescribed by DIRECTV, if any, and (vi) its use of the DIRECTV Marks shall conform to quality standards which are provided by DIRECTV. All right, title and interest in and to the DIRECTV Marks, including all associated goodwill shall remain vested in DIRECTV subject to the rights of use granted in this Agreement. Contractor will not use any service marks or trademarks of DIRECTV ("DIRECTV Marks") or of any network or programmer included in the DIRECTV programming services, without the specific prior written consent of DIRECTV. Any unauthorized use of such marks by Contractor, or any use not in compliance with any rules or procedures regarding the use of such marks, shall constitute an

infringement of the rights of DIRECTV or of its network suppliers. Contractor shall be authorized to use the DIRECTV Marks in accordance with the terms hereof and in accordance with the terms of the trademark and logo guidelines provided by DIRECTV (the "DIRECTV Trademark and Style Guide"). Notwithstanding any provision of this Agreement, Contractor's rights in the DIRECTV Marks shall be limited to those rights set forth here. Contractor shall indemnify and hold DIRECTV harmless from and against any and all costs, expenses (including reasonable attorneys' fees) and liabilities resulting from a breach of this Section. A breach of this Section shall be deemed a material breach of this Agreement.

22. **Notices.** All notices required hereunder shall be in writing and shall be deemed given when personally delivered, when telecopied (with confirmation receipt) if also sent via U.S. first class mail, upon delivery by an overnight courier service, or upon the date of receipt when sent by certified mail, return receipt requested, to the following address or to such other address a party may hereafter designate in writing:

If to DIRECTV: DIRECTV, Inc.

Vice President, Field Services
DIRECTV Home Services
6501 East Bellview Ave
Englewood, CO 80111

with copies to:

1) Senior Vice President, Field Operations
DIRECTV, Inc.
161 Inverness Drive West
Englewood, CO 80112
Fax: (303) 712-4976

2) Legal Department
DIRECTV, Inc.
161 Inverness Drive West
Englewood, Colorado 80112
Fax: (310) 964-4883
Fax: (303) 712-4947

If to Contractor: **SEE EXHIBIT 2.e.**

23. **Proprietary Information and Confidentiality.**

a. **Definition.** Contractor, its employees, agents and subcontractors, in carrying out their duties, will have access to certain trade secrets, marketing data, Customer Information as well as certain knowledge concerning the business affairs of DIRECTV, including the terms of this Agreement (collectively "DIRECTV Confidential Information").

b. **Restricted Use.** Neither Contractor, its employees, agents nor subcontractors may use any DIRECTV Confidential Information for any reason whatsoever (other than to perform this Agreement), including, but not limited to, for its own benefit or for the benefit of a third party or to interfere, or cause interference with DIRECTV and DIRECTV's customers. Contractor shall ensure that DIRECTV Confidential Information is protected with at least the same degree of care Contractor uses to protect its own information of like nature, but no less than a reasonable degree of care, taking into account the competitive nature of the

information. Contractor specifically agrees that all materials (and all copies thereof) relating to DIRECTV, including, but not limited to, all price and specification catalogues, lists of all former and current DIRECTV customers or prospect lists supplied by DIRECTV or generated by Contractor during the course of this Agreement, all administrative manuals, all sales literature, and any and all other information or data related to DIRECTV's programming services, are the exclusive property of DIRECTV and are to be used by Contractor, its employees, agents and subcontractors solely in the performance of their obligations and duties as described herein, and that such lists and other data are to be returned to DIRECTV immediately upon termination of this Agreement. In addition, to the extent that DIRECTV Confidential Information, per DIRECTV's instruction, becomes obsolete or outdated, such documentation is to be destroyed pursuant to Paragraph 2.d., above, subject to Contractor's right to maintain the documentation beyond this date as set forth in paragraph 2.d., above.

c. Confidentiality Agreements. Contractor agrees that it will require its employees, agents and subcontractors to sign an agreement that protects DIRECTV at least to the same degree as set forth in this Section before any activity in support of this Agreement is undertaken by such employee, agent or subcontractor.

d. No Obligation of Confidentiality. For purposes of this Section, DIRECTV Confidential Information shall not include information: (i) which becomes generally available to the public through no wrongful act of Contractor; (ii) is already lawfully in the possession of Contractor and not subject to an existing agreement of confidentiality; (iii) is furnished to Contractor by a third party free from any duty of confidentiality to DIRECTV; or (iv) is disclosed pursuant to the binding order of a government agency or a court so long as Contractor provides notice to DIRECTV prior to any such disclosure and uses reasonable efforts to obtain confidential treatment for the information.

e. Irreparable Damage. Contractor acknowledges and agrees that DIRECTV would be irreparably damaged if Contractor breached any part of this Section and that DIRECTV may take any action, including seeking injunctive relief, to prevent Contractor's prospective breach or continuing breach of this Section.

f. Material Consideration. Contractor acknowledges and agrees that Contractor's and its employees', agents' and subcontractors' compliance with this confidentiality Section is a material consideration to DIRECTV in entering into this Agreement and the relationship hereby created.

24. Limitations on Damages. CONTRACTOR AND DIRECTV AGREE THAT THERE WILL NOT BE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

25. Miscellaneous Provisions.

a. Reservation of Rights. All rights not specifically granted to Contractor in this Agreement are expressly reserved to DIRECTV.

b. Authority to Execute. Each party represents to the other that the person executing this Agreement on such party's behalf has the right, power and authority to enter into this Agreement and to perform such party's obligations under this Agreement and that such execution is binding upon such party.

c. Waiver. Any failure to insist on the strict performance of any term or condition of this Agreement: (i) shall not be deemed a waiver of such term or condition unless the waiver is reduced to writing and signed by the parties; and (ii) shall not act as a waiver of the right to insist upon strict performance of that term or condition in the future.

d. Integration. This writing represents the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all previous agreements with respect to the same; it may not be altered or amended, except by an agreement in writing signed by the Parties. Notwithstanding the foregoing, nothing herein shall be construed to supersede or otherwise affect the Parties' rights and obligations under the Sales Agency Agreement between the Parties.

e. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to any conflict of law principles.

f. Jurisdiction and Venue. In the event of any legal action involving this Agreement, the parties agree that exclusive venue shall be where DIRECTV's corporate headquarters is located. With respect to all disputes under this Agreement, Contractor submits itself to the exclusive personal jurisdiction of the federal and state courts of the State of California.

g. Headings. The headings of paragraphs in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

h. No Inference Against Author. No provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provisions.

i. Severability. If any part of any provision of this Agreement is invalid or unenforceable under applicable law, the provision shall be ineffective only to the extent of such invalidity or unenforceability without in any way affecting the remaining parts of the provision or this Agreement.

j. Binding Effect. This Agreement is binding upon the parties hereto, and their respective executors, administrators, heirs, assigns, and successors in interest.

k. Attorney Fees. In the event of any legal dispute between the parties, the prevailing party shall be entitled to all costs and expenses, including expert witness fees and reasonable attorneys' fees; at trial and at any appeal therefrom.

l. Remedies. Subject to the limitations of Section 24, no remedy conferred by any specific provision of this Agreement is intended to be exclusive of any other remedy available to the parties under this Agreement or at law or in equity, whether by statute, rule or otherwise.

m. Defined Terms. Any defined terms used in the Exhibits to this Agreement shall have the meanings given to them in this Agreement.

n. Counterpart Signatures. This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument.

o. Survival of Terms. The rights and obligations which, by their terms or nature, extend beyond the termination or expiration of this Agreement, shall survive any expiration or termination of this Agreement.

26. Arbitration.

(a) Any dispute or claim arising out of the interpretation, performance, or breach of this Agreement shall be resolved only by binding arbitration, at the request of either party, in accordance with the rules of JAMS, modified as herein provided. The arbitrators shall be, to the fullest extent available, either retired judges or selected from a panel of persons trained and expert in the subject area of the asserted claims. If the claim seeks damages of less than \$500,000, one arbitrator shall decide it. In all other

cases, each party shall select one arbitrator, who shall jointly select the third arbitrator. If for any reason a third arbitrator (or the sole arbitrator for claims under \$500,000) is not selected or agreed upon within one month after the claim is first made, JAMS shall appoint that arbitrator. The arbitrators shall apply California substantive law to the proceeding, except to the extent Federal substantive law would apply to any claim. The arbitration shall be conducted in Los Angeles, California. An award may be entered against a party who fails to appear at a duly noticed hearing. The arbitrator(s) shall prepare in writing and provide to the parties an award including factual findings and the reasons on which their decision is based. ~~The arbitrators shall not have the power to commit errors of law or legal reasoning and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.~~ The parties agree and acknowledge that no class arbitration shall be permissible hereunder nor shall any claims involving the Communications Act or ECPA claims be subject to an arbitration proceeding. The decision of the arbitrators may be entered and enforced as a final judgment in any court of competent jurisdiction. The parties shall share equally the arbitrator's fees and other costs of the arbitration.

(b) Notwithstanding the foregoing, the following shall not be subject to arbitration and may be adjudicated only by the Los Angeles County, California Superior Court or the U.S. District Court for the Central District of California:

(1) any dispute, controversy, or claim relating to or contesting the validity of DIRECTV's right to offer DIRECTV Service to the public or any of DIRECTV's Trade Secrets or Marks; and

(2) the request by either party for preliminary or permanent injunctive relief, whether prohibitive or mandatory, or provisional relief such as writs of attachments or possession.

(c) This Subsection and any arbitration conducted hereunder shall be governed by the United States Arbitration Act (9 U.S.C. Section 1, et seq.). The parties acknowledge that the transactions contemplated by this Agreement involve commerce, as defined in said Act. This Subsection 18.12 shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF the duly authorized representatives of the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

CONTRACTOR

DIRECTV, INC.

Modern Day Satellite
Name of contracting company

By: _____

Name: Dwaid Esposto
Title: Principal

By: _____

Name: _____
Title: Senior Vice President

EXHIBIT I.a.i.

SERVICES/FULFILLMENT SERVICES

Fulfillment Services

- High Power residential installations, including retail sales agents, DIRECTV Direct Sales initiatives and fulfillment of other acquisition activities
- Multi-satellite residential installations including PARA TODOS, Local into Local and High Definition
- Commercial customer installations (upon Contractor's applicable commercial certification by DIRECTV)
 - Grade 1 - Capable of installing up to 4 or 8 IRDs in the same commercial establishment using one multiswitch
 - Grade 2 - Capable of installing any number of IRDs in a commercial establishment using multiple multiswitches
 - Grade 3 - Capable of building a headend in a commercial establishment that receives DIRECTV programming, converts it to a standard VHF/UHF channel frequency and distributes it to a "cable ready" TV set on a standard UHF/VHF distribution system.

Service Work

- Service Calls (including escalated Service Calls from other Contractors)
- Move/transfer installations
- DIRECTV System and other equipment pick-ups (disconnected and downgraded accounts)
- Additional outlet upgrades
- Relocates
- Multi-satellite upgrades
- High Definition ("HD") Antenna Installation

EXHIBIT 1.a.ii.

FULFILLMENT SERVICE DMAS

(Pursuant to Contractor's Authorization under Section 1(a) of the Agreement)

NO SPECIFIC DMAS ARE ASSIGNED AT THIS POINT.

Any assigned DMA and/or portions of a DMA that may be assigned to Contractor shall be assigned on a **non-exclusive** basis. Contractor IS NOT AUTHORIZED TO CONDUCT FULFILLMENT OR OTHER SERVICES PURSUANT TO THIS AGREEMENT IN ANY DMAS NOT AUTHORIZED BY THIS CONTRACT OR UNLESS DIRECTED IN WRITING BY DIRECTV.

EXHIBIT 1.a.iii - Statement of Work**RESIDENTIAL****Standards for all Antenna Type Residential Installations
Customer service requirements for all customer interaction**

1. Arrival at customers residence within the designated window of time with the proper ID badge and uniform.
2. Completion of site survey.
3. Planning the installation with the customer (coaxial cable routing, antenna location and connection of devices) prior to commencement of any work.
4. Notification to customer and Contractor management of any additional (non-standard / custom) charges prior to commencement of any work.
PLEASE NOTE THAT ALL NON-STANDARD CHARGES SHALL BE SUBJECT TO DIRECTV'S PUBLISHED NATIONAL PRICING FOR EACH APPLICABLE CHARGE
5. Cleaning up any mess made during installation and removing it from the customer's residence.
6. Activation of DIRECTV service.
7. Customer education on system operation and features identified in the DIRECTV Customer Education statement of work (min. 20 minutes).
8. Completion of Installation Checklist and obtaining customers signature certifying the job was completed to their satisfaction.

Standard Receiver Hook-Up, Cabling and Antenna Mounting Requirements

1. Routing and properly attaching coaxial cable following local/NEC codes using DIRECTV approved RG-6 coaxial cable with a max loop resistance at 100 feet of 2 ohms or less.
2. Routing coaxial cable through all exterior and interior walls, as needed routing of cable through the attic without fishing interior walls is considered standard. Routing of cable through crawlspace and penetrating adjacent floor or wall fishing up to adjacent floor is considered standard.
3. Grounding antenna system and all coaxial cables to meet Local / NEC requirements.
4. Installing one DIRECTV System IRD.
5. Connection to an active telephone line capable of dialing out. There is no additional charge to the customer for installation of a phone jack for this connection.
6. Mounting of antenna to meet Manufacturers and/or DIRECTV Quality Specifications, whichever is more stringent.
7. Aligning the antenna for peak signal strength.
8. Completion of a system test verifying signal strength, access card match and telephone connectivity.
9. Connection of existing off-air antenna or active coaxial cable drop (enabling TV to function as it had prior to DIRECTV installation).
10. Connection of co-located devices (VCR, existing surround sound, DVD, video games, etc).
11. Coaxial cable and fittings must meet DIRECTV specifications and all exterior connections must be weather proofed.

Digital Video Recorder ("DVR") Summary

1. Optimize connection to the dual tuners of the DVR system to the DIRECTV receiver using dual independent coaxial cable runs from the LNB or Multiswitch to the receiver's dual satellite inputs.
2. Educate the customer with an explanation of the DVR features and initial steps to use the service
3. Cover all required customer education steps identified in the DIRECTV Customer Education SOW.

18"x 20" Antenna/2 or 3 LNB installation

- 1) System Requirements
 - a) Connection of the 110 LNB/Combiner kit when specified or required for a customers programming choices
 - b) Proper connection of the multi-sat multi-switch, if required
- 2) PARA TODOS Requirements
 - a) Verification of the receipt and quality of the PARA TODOS channels
 - b) Instruction to the customer of where the PARA TODOS channels are located
 - c) Instruction on changing the menu language to/from English to Spanish
- 3) VIP Requirements

- a) Includes the following as applicable: All wall fishes, All pole mounts (including coaxial cable drop and bury), non-pen or sled mounts, custom mounts (including but not limited to tripods, under eave, and balcony mounts), diplexers (2), and wireless phone jacks (including base and extensions). Any or all of these are considered standard work on all VIP installs.
- 4) KA/KU HD Requirements
 - a) A BBC (B band converter) must be installed to the "SAT IN" with all H20 IRDs, and two BBC's must be installed to each of the two "SAT IN" ports on the HR20.
 - b) All KA/KU ODU's must be peaked and aligned according to DIRECTV, Inc. and manufactures' recommendations, including fine tuning both Azimuth and Elevation Settings.
 - c) A Pole Mount is considered standard on all KA/KU ODUs if a pole is the only viable location for LOS (Line of Site)
 - a. If LOS can be obtained for any KA/KU ODU on the customer's home using standard installation methods and the customer objects, requesting that the ODU be installed on a Pole Mount, custom charges may be applied
 - d) Two monopole support arms must be installed on all wall and roof mounted KA/KU ODUs.
 - e) A KA/KU ODU is required for all HD installations.
 - f) A DIRECTV approved wideband 6X8 multi-switch is to be used on all KA/KU installs requiring more than 4 lines or on WorldDirect Installs.
 - g) A H20 or HR20 receiver is required on all KA/KU HD installs.
 - h) Optimize the connection of the HDTV receiver to the HDTV capable/ready TV or adaptive equipment using all cabling supplied with the HDTV receiver, and one standard definition connection to a separate video input
 - i) Verification of the receipt and quality of the HDTV channels
 - j) Location of available off-air HD channels if an off air antenna is installed for HD local programming
 - k) Instruction to the customer of where All HDTV channels are located
 - l) Cover all required customer education steps identified in the DIRECTV Customer Education SOW.
- 5) WorldDirect Requirements
 - a) Installation of the 66cm or 87cm WorldDirect ODU
 - b) Installation of a 4x4 multi-switch with a single 66cm or 87 cm ODU with the attached 101 LNB
 - c) Installation of a 6x8 multi-switch with a KA/KU, 72.5, or AU2 ODU and WorldDirect ODU
 - d) Auto configuration on all standard APG receivers to detect WorldDirect programming
 - e) Location of the requested WorldDirect programming in the APG guide
 - f) Cover all required customer education steps identified in the DIRECTV Customer Education SOW.
- 6) 72.5 Requirements
 - a) Installation of a DIRECTV approved 4x4 multi-switch with 2 18" ODU's
 - b) Installation of a DIRECTV approved 6x8 multi-switch with a KA/KU, AU2, or WorldDirect ODU
 - c) Auto configuration on all standard APG receivers to detect the 72.5 local programming
 - d) Cover all required customer education steps identified in the DIRECTV Customer Education SOW.
- 7) Hawaii Requirements
 - a) Installation of correct ODU(s) in Hawaii is required:
 - b) To acquire the 99°, 101° and 103° satellites requires a 1.2 M ODU
 - c) To acquire the 110° and 119° satellites requires a second 1.2 M ODU
 - d) To acquire the 95° satellite requires an 87CM ODU
 - e) Add the appropriate LNB kits to receive the proper programming per the customer Work Order request.
 - f) "Standard IRDs" in AK or HI are the H20s
 - g) A DIRECTV approved wideband 6X8 multi-switch is to be used on all Alaska / Hawaii installs requiring more than 4 lines or on WorldDirect Installs
 - h) Cover all required customer education steps identified in the DIRECTV Customer Education SOW.
- 8) Alaska Requirements
 - a) Installation of the correct ODU(s) in Alaska is required.
 - i) The size of the ODU is determined by Alaska DMA
 - (1) Juneau 1.2 Meter ODU
 - (a) To acquire the 99°, 101° and 103° satellites requires a 1.2 M ODU
 - (b) To acquire the 110° and 119° satellites requires a second 1.2 M ODU
 - (c) To acquire the 95° satellite requires an 87CM ODU
 - (2) Anchorage 1.8Meter ODU
 - (a) To acquire the 99°, 101° and 103° satellites requires a 1.8 M ODU

- (b) To acquire the 110° and 119° satellites requires a second 1.8 M ODU
- (c) To acquire the 95° satellite requires an 87CM ODU
- (3) Fairbanks 2.4 Meter ODU
 - (a) To acquire the 99°, 101° and 103° satellites requires a 2.4 M ODU
 - (b) To acquire the 110° and 119° satellites requires a second 2.4 M ODU
 - (c) To acquire the 95° satellite requires an 87CM ODU
- (4) *Exceptions can and will be made per DMA and ODU size if a subscriber can be converted and/or installed with a smaller dish size.*
- ii) *At no time will DIRECTV service be installed with an ODU under a 1.2M dish)*
 - (1) Cover all required customer education steps identified in the DIRECTV Customer Education SOW.

DIRECTV residential installations include all of the following:

1. Arrival at customer's residence within the designated window of time wearing proper ID and uniform.
2. Completion of a site survey and planning the installation with the customer (coaxial cable routing, antenna location, connection of devices).
3. Verify services ordered and work to be performed with customer. Any non-standard / custom work with incremental costs associated must be communicated and agreed to in writing prior to commencement of installation. *See Addendum A for VIP Installs and Addendum B for KA/KU installs for standard work policy changes for these install types.*
PLEASE NOTE THAT ALL NON-STANDARD CHARGES OR CUSTOM WORK SHALL BE SUBJECT TO DIRECTV'S PUBLISHED NATIONAL PRICING FOR EACH APPLICABLE CHARGE.
4. Routing and properly attaching DIRECTV approved RG-6 coaxial cable through external and internal walls, as needed routing of cable through the attic without fishing interior walls is considered standard. Routing of cable through crawlspace and penetrating adjacent floor or wall fishing up to adjacent floor is considered standard..
5. Any existing coaxial cable must be replaced unless the technician is able to verify the integrity and the quality of the existing coaxial cable meets DIRECTV's standards. All pre-existing coaxial cable fittings are to be replaced.
6. Proper use of DIRECTV-approved drop materials from the DIRECTV Approved Materials List is required. Proper use includes, but is not limited to, the use of approved tools for attachment of all fittings, approved switches or splitters, approved coaxial cable, approved grounding devices, and approved coaxial cable clips or ties.
7. All coaxial cable connections and entry points must be properly sealed.
8. The system must be grounded to meet or exceed Local / NEC requirements.
9. Properly mounting to customer's home, aligning and peaking satellite antenna for maximum signal strength. Standard mounting includes, but is not limited to, the roof, eave, outside wall, balcony, deck, chimney pole, or ground pole mounts when necessary for line of sight, and tripod and other Non Penetrating mounts. Six lag bolts or anchor screws must be used on all mounting surfaces when available and the use of two monopoles for every KA/KU ODU installed on the roof, wall or other standard location.
10. The ODU should always be marked on the mast with a permanent marker for tilt, azimuth, and elevation settings after optimal peaking and alignment. Only DIRECTV-approved ODUs should be used. *See Addendum B and C for ODU specifications for KA/KU (HD Install) and Alaska / Hawaii.*
11. In any market where any programming is required from the 110° or 119° orbital slots, a Triple Sat ODU is required on all installations. *The exceptions are: KA/KU installs – see Addendum B – and Alaska / Hawaii installs – see Addendum C.*
12. Proper installation is required of a second 18 inch ODU and integration with the proper DIRECTV-approved multi-switch in all 72.5° markets where local channels have been requested.

13. Proper installation is required of the WorldDirect ODU (95°) and integration with the proper DIRECTV-approved multi-switch on all WorldDirect installs.
14. Dual coaxial cable runs are required on all AU2 and 18 inch installs, triple coaxial cable runs are required on all WorldDirect (95°) installs, and quad coaxial cable runs are required on all KA/KU and 72.5° installs from the ODU to the ground block or multi-switch.
15. Dual coaxial cable must be run to all DIRECTV DVRs.
16. Installation of one or more DIRECTV System IRDs as indicated on the customer's Work Order.
17. All IRDs must be connected to a land-based telephone line or DIRECTV-approved wireless phone jack.
18. Connection of existing off-air antenna or active cable drop (enabling TV to function as it had prior to DIRECTV installation). This connection may not be diplexed/piggy backed down the coax on any HD install where a KA/KU ODU has been installed, and must be directly run from the off-air-antenna/cable drop to the customer's existing location(s) and integrated into all HD IRD's at these same location(s).
19. Connection of existing co-located devices (VCR / DVD, functioning surround sound, DVD, video games, etc.) and programming the DIRECTV Universal Remote Control to operate all applicable devices.
20. Completion of a system test verifying signal strength (on all transponders on all required orbital slots), access card match, and telephone connectivity.
21. Activation of DIRECTV service.
22. Cleaning up any mess made during installation and removing debris from the customer's residence. This includes removal of empty equipment boxes at customer's request.
23. Removal of customer's "DIRECTV-utilized" ODU is considered standard (upon customer request) provided the ODU is attached to the house and is less than one meter in size; non-DIRECTV ODUs may be removed and provided to the customer for disposal at their discretion.
 - The ODU mast, reflector and LNB(s) should be removed; however, the foot of the ODU should remain attached to the home.
24. Customer education (minimum 20 minutes required) on the DIRECTV system operation and features including soft and hard resets and on how our system functions with existing customer equipment. Customer education should include but is not limited to; customer's favorite channels locations, how to set locks and limits, favorite channels set ups, PPV ordering, channel neighborhoods, location of local channels, DIRECTV interactive, and programming searches. Inform the customer about channel 114 & 201 (*customer information*) at the end of the customer education.
 - Customer Education on the DIRECTV remote: including but not limited to, how to program the remote, how to navigate using the remote and programming the remote for all existing devices. If the provided codes do not enable the remote to work with the device, a code scan must be performed. All known codes for all devices should be written down for the customer on the receiver manual.
25. Completion of all applicable forms and obtaining customer's signature certifying the job was completed to his or her complete satisfaction.
26. If, after arriving at a job the installation cannot be completed and is, per the supervisor, cancelled, the installer must explain to the customer in detail why they were not able to complete the job.

In addition to the above, the following unique requirements apply in these situations:

Addendum A: KA / KU High Definition Installs

- I. A BBC "B band converter" must be installed to the "SAT IN" with all H20 IRDs, and two BBC's must be installed to both "SAT IN" connections on the HR20.

- II. All KA/KU ODU's must be peaked and aligned according to DIRECTV, Inc. and manufactures' recommendations, including fine tuning both Azimuth and Elevation Settings.
- III. A Ground Pole Mount is considered standard on all KA/KU ODUs if needed for LOS (Line of Site), ONLY aesthetically requested Ground Pole Mounts are considered custom labor and may be charged to the customer.
- IV. Two monopole support arms must be installed on all wall and roof mounted KA / KU ODUs.
- V. A KA/KU ODU is required on ALL HD installs or upgrades.
- VI. A wideband 6X8 multi-switch is to be used on all KA/KU installs requiring more than 4 lines or on WorldDirect Installs.
- VII. A H20 and/or HR20 receiver is required on all KA/KU HD installs.

Addendum B: Alaska / Hawaii Installs

- I. Installation of correct ODU(s) in Alaska / Hawaii is required:
 - a. To acquire the 99°, 101° and 103° satellites requires a 1.2 M ODU (1.8 M in some areas)
 - b. To acquire the 110° and 119° satellites requires a second 1.2 M ODU (1.8 in some areas)
 - c. To acquire the 95° satellite requires an 87CM ODU
 - d. Add the appropriate LNB kits to receive the proper programming per the customer Work Order request.
- II. "Standard IRDs" in AK or HI are the H20s, standard DVRs are HR20s.
- III. A wideband 6X8 multi-switch is to be used on all Alaska / Hawaii installs requiring more than 4 lines or on WorldDirect Installs.

Addendum C: DIRECTV on Demand installs

- I. Installation of Internet connection to HD DVR
 - a. A DIRECTV approved Ethernet adapter must be installed to an available Ethernet connection at the customer's router.
 - b. A DIRECTV approved Ethernet adapter must also be installed to Ethernet port on the back of the DIRECTV HDDVR.
 - c. The DIRECTV HDDVR must be configured to connect to the DIRECTV on Demand service.

In no event shall Contractor skip any of the above steps when installing a Customer within an MDU structure which has been previously wired for L-band distribution of the DIRECTV Service (an "MDU Resident"). All such MDU Residents must receive signal from his/her own installed antenna. If an antenna cannot be installed for any reason, the Work Order is to be cancelled and the MDU Resident is to be informed that he/she needs to contact the building manager in order to receive information about receiving the DIRECTV Service.

Advanced Products Installation Checklist

- 1. DVRs require continuous phone connections without exception
- 2. For all Advanced Product installations or upgrades you will need the following:
 - a. F fittings
 - b. Single RG6 coaxial cable
 - c. * Dual Line RG6 coaxial cable
 - d. * Dual Ground Blocks
 - e. Standard tools
 - f. Spare Dual LNB
- 3. If a customer currently has an 18" ODU with a single LNB and they are keeping the 18" ODU it will have to be upgraded to a dual LNB prior to any other steps.
- 4. Each advanced product requires 2 ports. Each standard receiver requires 1 port. Sum the ports to determine the switch configuration needed. Examples:
 - a. 1 advanced product and 2 standard receivers = 4 ports

- b. 2 advanced products and 1 standard receiver = 5 ports
- 5. If the customer's equipment will use a 18" ODU and will require:
 - a. 2 ports --- DUAL LNB
 - b. 3 to 4 ports --- 3x4 multi-switch
 - c. 5 to 8 ports --- 4x8 POWERED multi-switch
- 6. If the customer's equipment will use a 18"x20" ODU and will require:
 - a. 2-4 ports --- Use existing switch or built in switch KaKu or AU2 ODU
 - b. 5 to 8 ports ---
 - i. Use a 4x8 of 6x8 (Ka/Ku, 72.5, or WorldDirect customers) multi-switch
 - ii. 2 dual ground blocks or 1 quad ground block

The DIRECTV residential Customer Education includes the following:

- 27. The technician must follow all guidelines regarding proper materials and installation practices set forth in the standard residential statement of work.
- 28. Completion of a site survey and planning the installation with the customer (Coaxial cable routing, antenna location, connection of devices). The Technician must verify approval of the installation and explain why the ODU is mounted in the best possible location and explain and receive written approval for all customer installation charges.
- 29. The technician is required to provide and review the "Welcome kit" with the customer.
- 30. Customer education on the IRD, Remote control and Programming must include the following:
 - a) How to perform soft and hard resets of the IRD
 - b) How to access and navigate through the IRD guide.
 - c) How to change inputs on TV or AV receiver for viewing of DIRECTV or other customer equipment.
 - d) How our DIRECTV system functions with existing customer equipment including how to record on a VCR, how to play a DVD, and how to use surround sound.
 - e) How to set locks and limits
 - f) How to order PPV
 - g) Location of local channels including XM music channels
 - h) DIRECTV interactive how to use and navigate
 - i) Explain usage and location of all mix channels
 - j) How to do programming searches:
 - k) How the Caller ID works and how to disable or enable the caller ID and check previous call in phone numbers.
 - l) Inform the customer about the customer information channels (114), (201) at the end of the customer education.
 - m) How to access games, when applicable
 - n) How to navigate using the remote in the guide
 - o) How to program the remote for all existing devices and how to program new components to the DIRECTV remote.
 - a. All known codes for all devices should be written down for the customer on the receiver manual.
 - p) How to navigate the menu using the remote including info and test screens
 - q) How to check signal strength
- 31. Completion of all applicable forms and obtaining customer's signature certifying the job was completed to his or her satisfaction.

32. Final walk through with the customer showing ODU location, Multi-switch location and type of multi-switch if applicable, and all receiver locations.
33. If, after arriving at a job the installation cannot be completed and is, per the supervisor, cancelled, the installer must explain to the customer in detail why they were not able to complete the job.
34. Customer Education should be a minimum of 20 minutes
35. Ask customer if they are completely satisfied and if there is anything else they require.

Addendum A: DVR Customer Education

- I. How to record programming
- II. How to pause rewind and fast forward using the remote
- III. 30 second skip
- IV. Setting up series link
- V. How to access and delete recorded programming from "My VOD"
- VI. How to check to do list
- VII. PPV purchasing and recording including the ability to record and watch later
- VIII. Show the customer the location of the DVR plus channel 1000 and explain the future location of DIRECTV plus welcome video in showcases.

Addendum B: KA/KU HD installs Customer Education

- I. Off air antenna channel location and integration
- II. Importance of the BBC for programming reception
- III. How to change display mode
- IV. HD channel locations including local channels where available
- V. How to change TV Format
- VI. HD DVR should encompass a combination of HD installs and DVR installs

Addendum C: EarthLink Customer Education

- I. How to install and configure modem
- II. How to connect and reset the modem
- III. How to check wireless Signal strength
- IV. How to troubleshoot connectivity

Addendum D: Wild Blue Customer Education

- I. How to install and configure the software
- II. How to connect and reset the modem
- III. How to check Signal strength
- IV. How to troubleshoot connectivity

Addendum F: DIRECTV on Demand Customer Education

- I. How to install and configure the DIRECTV Ethernet adapter to the customer's router and HDDVR
- II. How to connect to the DIRECTV on Demand service on the HDDVR
- III. How to identify if the DIRECTV approved Ethernet adapter is functioning.

Exhibit 2.a.(i)

DIRECTV Devices

In the event that DIRECTV provides you with handheld computing devices ("Devices") to be used solely for electronic Work Order closure, Contractor agrees to be responsible for the following costs/charges:

1. \$70.00 per month per Device charge to cover the cost of airtime (voice/data) services, and
2. \$2,000.00 charge for each Device that is damaged, lost, stolen or otherwise not produced when requested to be returned to DIRECTV.

Title to the Devices shall remain with DIRECTV. Contractor shall not make any bulk transfer of Devices or any other transfer, sale or contract for the sale thereof; grant any security interest therein; make or suffer to be made, whether voluntarily or involuntarily, any lien or encumbrance thereon; or pledge the same for any purpose, and any such transfer, sale, contract, lien or pledge shall be null and void as to DIRECTV. In addition to any other rights DIRECTV may have, DIRECTV shall have the right to terminate its provisioning of Devices immediately for Contractor's material breach of the terms of this paragraph.

EXHIBIT 2.c.**PERSONNEL, VEHICLES AND UNIFORMS**

A. **Personnel.** With respect to any employee or subcontractor who is assigned by Contractor to perform its duties under this Agreement, any part of which requires entrance by the employee onto property owned or rented by a DIRECTV customer, or any other citizen of the community, Contractor warrants that such individual is qualified, able and suitable to perform the duties assigned in a good, professional and workmanlike manner and with care and concern for DIRECTV, DIRECTV's customers, third parties and any of their property, and that they have successfully completed SBCA Certified Installer Training (or other DIRECTV-approved training program) and have been otherwise properly trained to perform and provide the Services hereunder (Services could expand requiring specific, additional DIRECTV training). Specifically, Contractor shall only allow those employees and subcontractor technicians who have successfully completed the applicable DIRECTV-approved training program to perform those Services which require a certain minimum level of training (i.e., Grades 1-3 DIRECTV commercial installation certification). Further, Contractor agrees that it shall not allow any unauthorized person or persons not employed by or affiliated with Contractor or DIRECTV to either drive or ride in any vehicle transporting DIRECTV equipment or to accompany any Contractor technician on the premises of any DIRECTV customer(s) without the express written consent of DIRECTV. In the event that Contractor is considering offering employment to an individual then currently employed by another installation and service contractor of DIRECTV, Contractor agrees that it will not intentionally solicit or knowingly hire the other company's employees that are engaged in the provision of the Services or in any related capacity while such person is employed by the other company and for a period of thirty (30) days from the date such person terminates employment with the other company, unless otherwise mutually agreed upon in writing by Contractor and the other company. Throughout the Term, Contractor shall maintain an accurate database setting forth the skill sets and training programs completed by each of its technicians and such data shall be subject to independent review by DIRECTV pursuant to Section 2.d of the Agreement. Contractor shall, throughout the Term of the Agreement, maintain a minimum one-to-twenty (1/20) supervisor to technician ratio, including subcontractors, in each individual market that Contractor operates. In addition, Contractor hereby agrees to include a background check and drug screen on potential employees (including both new individuals and former employees who desire to return to Contractor) within its standard hiring/operating policies with respect to those individuals whose employment shall include performing the Services. Contractor agrees to use DIRECTV's appointed vendor for the performance of such checks and screens. Both the individual employee background checks as well and the results of negative drug screen shall be made available to DIRECTV upon reasonable notice to verify compliance and Contractor shall secure the written consent of each such individual relating to the release of his/her qualifying results to DIRECTV. Specifically, Contractor's employee check/screen shall ensure that:

(i) each such individual has been required to take a drug screening test for those controlled substances as dictated by DIRECTV and the results of the test were negative prior to the offering of employment related to the performance of the Services;

(ii) a federal and county (including city, if applicable) criminal background check was performed, subject to applicable law, on such individual (including sex offender database check) and the check revealed no (a) convictions for felonies, (b) misdemeanor convictions related to violence or sex offenses, or (c) other information which would indicate that the individual is a danger to DIRECTV, its customers, third parties or any of their property; and

(iii) a social security number verification and DMV record review has occurred.

B. Subcontractors. In no event shall Contractor appoint or allow any third party or subcontractor to perform and provide any Services prior to (i) that subcontractor providing to Contractor evidence of the minimum insurance requirements as set forth herein and background check/drug screen via DIRECTV's appointed vendor of each of its Services-providing technicians (Contractor to maintain ~~on file all subcontractor technician background checks and negative drug screen results available for~~ audit by DIRECTV), (ii) that subcontractor receiving and successfully completing SBCA Certified Installer Training (or other DIRECTV-approved training program) for each applicable technician, as determined by DIRECTV in its sole discretion and (iii) receiving an approval from DIRECTV, which approval may or may not be granted in DIRECTV's discretion. In the event Contractor engages or otherwise utilizes subcontractor(s) in the performance of Services as set forth herein, Contractor shall cause such subcontractor(s) to comply with and abide by the terms, conditions and restrictions imposed upon Contractor as set forth in this Agreement, including all attachments and exhibits related thereto; provided, however, that Contractor shall be solely responsible for the methods, techniques, sequences, and procedures of the Services to be provided hereunder and the timely completion of each Work Order performed by such subcontractor(s), if any; provided, further, that the utilization of a subcontractor may be expressly forbidden pursuant to the specific terms of the attached Statement of Work applicable to the contemplated Service. On a monthly basis, Contractor shall be obligated to provide to DIRECTV, a written list of its subcontractors who actually performed Services. All subcontractor usage data provided to DIRECTV shall be subject to verification by DIRECTV as set forth in paragraph 2.g. In addition, each subcontractor shall be identified in DIRECTV's Work Order management system such that DIRECTV may at all times determine the labor capacity of each such subcontractor. DIRECTV, in its sole discretion and upon notice to Contractor, may terminate the subcontractor status of any such third party or subcontractor and Contractor may not engage or otherwise utilize such third party or subcontractor in the performance of Services as set forth herein unless and until DIRECTV, in writing, reinstates such third party or subcontractor as a subcontractor, if ever. In addition to subcontractors who shall be performing Services hereunder, Contractor may elect to deploy third parties with respect to certain call center and/or data management activities. In no event shall any such third party vendor have access to any DIRECTV Confidential Information, as defined in Section 23.a. of the Agreement, prior to DIRECTV's (i) written approval of such third party vendor, and (ii) receipt of a fully executed confidentiality agreement, including terms and conditions materially consistent with Section 23, by and between Contractor and such third party vendor (at which point such third party vendor would become a subcontractor).

C. Identification Cards. Contractor, at its own expense, will provide identification badges to be worn by personnel, including subcontractors, engaged in the performance of Contractor's duties under this Agreement. DIRECTV shall provide Contractor with a generic ID card template to be used. Such badges will include the name, address and telephone number of Contractor, in addition to a photograph and the name of the individual wearing the badge. The identification badges will be displayed by all Contractor personnel at all times while performing the Services and shall indicate that the installer is an authorized DIRECTV installer. In addition, installers and maintenance personnel will present a professional appearance at all times and will wear DIRECTV uniforms, as set forth below. Qualifications for performance shall include, but not be limited to, customer-relations skills, technical skills and adherence to dress standards. Employees shall identify themselves as Contractor's employees, not DIRECTV employees, in any circumstance where identification is necessary.

D. Vehicles. Contractor's aggregate vehicle fleet, including those vehicles used by any subcontractor shall consist of new or like-new and damage-free, OSHA-compliant vans or trucks. DIRECTV's specific standards as to what shall constitute new or like-new, as well as the trademark

guidelines, shall be clearly set forth within the DIRECTV vehicle approval policy. Failure by Contractor to meet this fleet requirement shall be considered a material breach of this Agreement. Contractor shall clearly identify all vehicles and other major equipment operating under the authority of this Agreement with Contractor's name and phone number as a service provider for DIRECTV or such other entity as DIRECTV may reasonably direct. Contractor, in its sole discretion, may display the DIRECTV logo on all vehicles and other major equipment it operates under this Agreement in accordance with the terms hereof and in accordance with the terms of the trademark and logo guidelines provided by DIRECTV. In addition, any vehicle used by a subcontractor that displays the DIRECTV logo shall (i) clearly identify the vehicle as a contractor vehicle (including the phone number of the subcontractor), and (ii) only be in the form of a magnetic decal which shall be removed by the subcontractor at all times when such vehicle is not performing services on behalf of DIRECTV. In no event shall Contractor place, or allow any subcontractor to place, any DIRECTV markings on any vehicle not meeting the standards as set forth in the vehicle approval policy. All vehicles used by Contractor in the performance of the Services shall be kept clean and shall be maintained in accordance with reasonable standards specified by Contractor.

E. Uniforms. Contractor shall require that all of its technicians, including all subcontractor technicians, performing Services within the residences or commercial establishments of DIRECTV customers wear no less than the approved DIRECTV shirt and cap while performing the Services. Such shirts or caps shall be offered to Contractor from DIRECTV, or its agent, at DIRECTV's published prices. All other DIRECTV uniform items (including jackets) may be purchased by Contractor from DIRECTV, or its agent, at its discretion, but shall not be required attire under this Agreement. Notwithstanding the foregoing, Contractor may, on its own, purchase collared, uniform shirts from a third party and shall affix a DIRECTV logo/patch, at Contractor's sole cost, in the exact same manner and appearance as is provided with the DIRECTV shirts; provided, however, that DIRECTV shall approve such shirt prior to implementation by Contractor (DIRECTV's approval shall be based on the proposed shirt's reasonable similarity to the uniform shirt provided by DIRECTV with respect to color and style).

F. Personal Grooming Standards. Contractor shall ensure that all technicians (both employees and contracted subcontractors) will be clean, well groomed and presentable in dealing with DIRECTV's customers.

EXHIBIT 2.e.

CONTRACTOR CONTACT INFORMATION

(To be filled in by Contractor)

Lisa Vides
Name

#46 Manchac Way, Aikers, LA 70421
Address

985.375.1181
Phone

985.340.3007
Fax

moderndayset@aol.com
Email

Designated contact person: 24/7:

<u>Lisa Vides</u>	<u>985.375.1181</u>	<u>moderndayset@aol.com</u>
Name	number	email

EXHIBIT 3.**CONTRACTOR INSTALLATION & SERVICE RESPONSIBILITIES**

a. General. Contractor shall, (i) furnish all necessary materials, labor, tools, and equipment required for the successful completion of each Fulfillment Service hereunder; (ii) during the course of performing a Fulfillment or Service Work Order, avoid the accumulation of excessive, unsightly, or dangerous waste material, and shall ensure the orderly removal and disposal thereof; (iii) furnish and pay for all required licenses and permits, and post any bonds or security required under applicable laws, with respect to all Services performed by Contractor; (iv) be solely responsible for the methods, techniques, sequences, and procedures of DIRECTV System installation and other Services, if any, and the timely completion of each Work Order; (v) provide information regarding such DIRECTV System installation and other Services, if any, as reasonably requested by DIRECTV, in a format reasonably acceptable to DIRECTV; and (vi) abide by all local, state and Federal laws, statutes, rules, regulations and ordinances including applicable Consumer Protection Acts. In all of its activities as a representative for DIRECTV, Contractor shall conduct itself in a commercially reputable and ethical manner and shall engage in no deceptive sales practice or other practice which impugns DIRECTV's reputation and goodwill.

(i) Customer Ownership. In performing and providing the Fulfillment Services for DIRECTV customers, Contractor shall not obtain any ownership or otherwise any right to such DIRECTV customers or customer information related thereto (collectively, the "Customer Information"). As between DIRECTV and Contractor, the Parties agree and acknowledge that the Customer Information is confidential information of DIRECTV, and the use and dissemination of such Customer Information shall be subject to Section 23 herein.

(ii) Training. Contractor agrees to provide at all times a qualified and fully-trained administrative, installation, and service staff. Contractor shall attend all training programs requested by DIRECTV. In addition, DIRECTV, in its sole discretion, may produce and distribute to Contractor, certain training materials by video broadcast or in video tape or CD ROM format. Such materials shall be made available to all technicians, including subcontractors by Contractor. Contractor acknowledges and agrees that its provision of certain Services shall require the completion of specific training programs necessary to perform the tasks as set forth in the applicable Statement of Work.

b. Installation and Service Specifications

(i) Contractor agrees that all Services provided by Contractor pursuant to this Agreement will be performed in a good and workmanlike manner in accordance with this Agreement, including the applicable Work Order and the Policies and Procedures. Contractor and subcontractors shall thoroughly study and know the contents of such Policies and Procedures and shall keep the most current form of such Policies and Procedures in their vehicles at all times as a reference source.

(ii) Contractor warrants the quality and workmanship of all Services for the first twelve (12) months from the date of provision of such Services (unless otherwise set forth in the applicable Statement of Work. Work not performed to the minimum requirements may be subject to chargeback as set forth hereunder.

(iii) In the event that Contractor materially breaches the obligations in the provision of the Services hereunder, in addition to the termination and other rights DIRECTV may have hereunder, Contractor shall be responsible and liable for all costs and expenses incurred by DIRECTV in properly providing the Services and inspecting Contractor's work; provided, however, that Contractor shall be solely liable for any damage to private or public property resulting in its provision of the Services, irrespective of the date on which such damage may manifest itself, and shall indemnify DIRECTV with respect to any such claims pursuant to section 18 hereunder.

(iv) Contractor will obtain appropriate information and required locations with respect to the location of buried cables and utilities prior to performing any excavation or underground work and will locate, expose and protect from damage all existing underground facilities, including electrical, telephone, water, gas, sewer or other utilities. All location services must be performed in a timely manner to enable Contractor to meet the performance standards set forth herein.

(v) In all installations of DIRECTV Systems where the customer has a phone line, whether working or not, Contractor shall use the phone line to connect each and every DIRECTV IRD in such DIRECTV customer's premises. Contractor shall make every effort to have the DIRECTV IRD successfully pass a phone test and receive an impulse authorization. Contractor's non-performance in connecting to the phone line, FOR NEW INSTALLATIONS ONLY, may result in incurring a chargeback.

(vi) Contractor shall utilize only those contractual forms/agreements to be signed by DIRECTV customers upon installation/activation as prescribed by DIRECTV (the "DIRECTV Forms"). No modification to such DIRECTV Forms shall be permitted without DIRECTV's prior written consent. With respect to each Service provided by Contractor hereunder, Contractor agrees that it will complete and obtain copies of the applicable DIRECTV Forms and will timely process and file the hard copies of such DIRECTV forms in accordance with DIRECTV procedures. Contractor shall provide the original or a copy of each completed DIRECTV Form to DIRECTV upon the terms herein.

(vii) Upon completion of a Fulfillment Service, Contractor shall remove all of its tools, equipment and materials from the area, will leave the area clean and ready for use and shall restore the area to the same condition as it was prior to the performance of the Services.

(viii) DIRECTV reserves the right conduct its own inspections of Contractors work. In the event that DIRECTV reasonably determines that the Services were not substantially performed pursuant to DIRECTV standards, DIRECTV reserves the right to charge Contractor back for DIRECTV's costs related to bringing the work up to standard.

c. **Ancillary Work.** In some instances DIRECTV customers, or the recipient of the Services provided hereunder, may contract with Contractor to provide ancillary services related to the Services, but not specifically called for by DIRECTV within the Work Order ("Ancillary Work"). For purposes of an example only, such Ancillary Work may include the installation or relocation of an off-air antenna, the running of additional cable or a sidewalk bore. In the event Contractor agrees to provide such Ancillary Work, the actual rates for such services shall be negotiated and agreed to in writing by customer and the Contractor prior to the commencement of such Ancillary Work. The rates for such Ancillary Work may be included in the DIRECTV pricing list set forth in the P&P. To the extent that the requested Ancillary Work is listed, pricing must be in accordance with DIRECTV's then-published pricing. In such event, Contractor is operating as an independent contractor and is not an employee or agent of DIRECTV nor shall DIRECTV be a party to such transaction. In no event shall DIRECTV be responsible for the performance of Contractor with respect to any Ancillary Work nor shall DIRECTV warrant or guarantee the performance of Contractor with respect to the Ancillary Work. In performing

Ancillary Work, Contractor shall provide customer reasonable written notification within its contract or Work Order form that DIRECTV is not the party providing the Ancillary Work. Notwithstanding the foregoing, Contractor warrants the quality and workmanship of all Ancillary Work for no less than first twelve (12) months from the date of provision of such service, and shall repair or fix any defects in the Ancillary Work provided, or otherwise re-perform the services during the said time period at no additional charge to the customer. In addition, Contractor agrees to charge the customer no more than reasonable market rates for the specific services provided (see DIRECTV's recommended rates for Ancillary Work in the P&P, as defined in Section 2.4 of Exhibit 3.1).

d. Materials. Contractor shall provide, at its own expense, all materials necessary to complete the Fulfillment Service hereunder (the "Drop Materials"). Exhibit 3.d., attached hereto and incorporated herein, contains a list of Drop Materials that Contractor shall possess throughout the Term.

e. Response Times.

(i) Scheduling. Contractor shall have sufficient labor available to meet DIRECTV's response times and Contractor shall maintain a specified amount of time, seven (7) days a week, for morning appointments and afternoon appointments (or that appointment window as dictated by DIRECTV should DIRECTV elect to shorten the appointment window) for each area assigned to Contractor for Fulfillment Service responsibilities for the following:

(a) Installation Requests (including primary and additional outlet installations, upgrades, reconnects, antenna/outlet relocations and move/transfers): Appointment always available within seventy-two (72) hours of DIRECTV's or DIRECTV customer's request; and

(b) Service Call Requests, if applicable, (including all maintenance and repair calls): Appointment always available within twenty-four (24) hours of the creation of the applicable Service Call Work Order by DIRECTV (or the specific date requested by the DIRECTV customer if beyond the next day).

With respect to all scheduling, Contractor shall be required to maintain current, valid individual technician information (e.g., name, skill-set, shift, etc.) on a daily basis.

(ii) Installations.

(a) Contractor shall be fully prepared to perform and complete all assigned, scheduled Fulfillment Service appointments on the scheduled date and within the scheduled appointment window, even if Contractor is unable to confirm such appointment with the DIRECTV customer. If a DIRECTV customer is not at the premises at the time of a scheduled appointment, Contractor, upon supervisor approval, shall leave a missed appointment door hanger, which shall be provided at Contractor's sole expense and such door hanger shall contain Contractor's name and phone number and such other information as requested by DIRECTV. Such door hanger must be pre-approved in writing by DIRECTV in accordance with the terms of this Agreement.

(b) In the event that Contractor is unable to perform and complete all assigned, scheduled Fulfillment Service appointments on the scheduled date and within the scheduled appointment window, Contractor shall promptly contact the local DIRECTV dispatcher by telephone such that the dispatcher may notify the DIRECTV customer of the scheduling problem prior to the scheduled appointment time. DIRECTV will promptly reschedule the appointment at the earliest time convenient to the DIRECTV customer. DIRECTV reserves the right to immediately reassign such Fulfillment Service Work Order to another party. In such case, Contractor shall not receive any

compensation related to such Service and may, pursuant to Exhibit 3.e.(v), subject Contractor to a charge as a result of the missed appointment.

(c) All Fulfillment Services shall be completed as scheduled.

(iii) Maintenance and Service Calls. All maintenance and Service Calls, if any, dispatched to Contractor by DIRECTV shall be completed as scheduled. In the event that Contractor does not meet the "no later than next day" window for Service Calls, DIRECTV shall have the right to transfer the Work Order to another party and to charge Contractor for service work in the amount incurred by DIRECTV for the transferred Service Call Work Order.

(iv) Rescheduling. In the event DIRECTV customer requests a rescheduling of an appointment through Contractor, Contractor shall promptly notify DIRECTV of such request and the rescheduled appointment time and date.

(v) Performance Standards: Customer Interviews. Contractor shall be required to meet the performance standards (the "Performance Standards Chargebacks/Incentives") described herein and as set forth in Exhibit 3.e.(v). In addition to the specific Performance Standards, DIRECTV, at its discretion, shall interview by phone or other method, any number of newly-installed customers to obtain feedback on such customer's overall installation experience as provided by Contractor ("Customer Interviews"). Such Customer Interviews will address issues including, but not limited to, installation scheduling and performance, technician neatness (uniform compliance) and professionalism, DIRECTV Service demonstration by the Contractor technician, and costs related to Ancillary Work, if any. Contractor, at its sole cost, shall be required to provide retraining (as provided by DIRECTV) of all Contractor technicians should DIRECTV reasonably believe that Contractor's technicians are performing in a substandard manner with respect to any particular process within the overall installation experience. Any particular data collected regarding Contractor appointment scheduling shall be included in the applicable monthly calculations by DIRECTV of the Performance Standards.

f. Equipment Retrievals. When a DIRECTV System receiver is replaced by Contractor during a Service Call, Contractor shall retrieve the old receiver, including the access card, from the DIRECTV customer and Contractor shall promptly forward the old receiver and access card to the local DIRECTV office. DIRECTV will monitor the number of receivers activated upon a receiver swap against the number of used receivers returned by Contractor. To the extent that the number of returned receivers is materially less than the number of those newly activated pursuant to the receiver swap, DIRECTV reserves the right to charge Contractor back pursuant to Exhibit 3. e. (v).

g. Education: Customer Follow-up. Contractor shall, at the time of installation of a DIRECTV System, provide each DIRECTV customer with adequate customer education, as set forth in Exhibit 1.a.iii, regarding the use and operation of DIRECTV System. During each Service Call, Contractor personnel shall provide DIRECTV customers with adequate education regarding the nature of the problem leading to the maintenance or other Service Call and the resolution of such problem. Such customer education shall include no less than Contractor personnel performing each step set forth in the Installation Checklist, attached hereto and incorporated herein as Exhibit 3.g.

h. Property Damage Claims; Other Claims; Injuries. Contractor shall notify DIRECTV's designated contact person in writing within twenty-four (24) hours of each known incident in the course of its installations or performance of other Services hereunder resulting in property damage or some other claim. Contractor shall promptly investigate all such incidences and reach resolution satisfactory to DIRECTV and the DIRECTV customer or other affected party as soon as possible upon

notice and not later than that time period set forth in the Policies and Procedures. During the course of the investigation, Contractor shall provide periodic status reports to DIRECTV's designated contact person within the DIRECTV Home Services Damage Claim Department. To the extent that Contractor does not comply with this Section 3(h) (or the applicable Policies and Procedures) or for whatever other reason DIRECTV deems it necessary to take any action to investigate, defend, or resolve any such incidences, DIRECTV shall have the right to charge back, invoice or otherwise recoup the costs of such investigation, defense and resolution from Contractor pursuant to the terms of the Damage Claim section of the Policies and Procedures. In addition to a chargeback equal to DIRECTV's actual costs associated with its resolution of a Contractor-caused damage claim, DIRECTV shall also charge Contractor an administrative fee equal to fifty dollars (\$50.00) for each damage claim that DIRECTV is left to resolve as a result of Contractor's inability to timely address (please see Exhibit 3.e.(v)). Notwithstanding the foregoing, all allegations of bodily injury, other than those covered under Workers Compensation laws, must be immediately reported in writing to DIRECTV's designated contact person.

i. DIRECTV System Hardware provided to Contractor by DIRECTV. Throughout the Term of the Agreement, DIRECTV will provide to Contractor DIRECTV Hardware or System components including IRDs, multiswitches and ODU/LNBs to be used in the performance of the Services (for the purposes of this paragraph, all such components "Provided Hardware"). All other materials necessary to perform the Services (i.e., cables, connectors, switches, etc.) shall be purchased by Contractor at its sole cost and expense. Contractor's Provided Hardware inventory will be accounted for on a monthly basis. In the event that DIRECTV discovers any Provided Hardware shrinkage as part of the month-end inventory process, Contractor will be charged back the full price for each missing component. If Contractor subsequently locates and returns to its sites Provided Hardware previously determined to be missing, the chargeback will be partially reversed depending on the amount of time that has lapsed. If Contractor subsequently activates an IRD previously determined to be missing and the activation is pursuant to a Work Order provided by DIRECTV, the chargeback will be fully reversed.

Inventory Frequency – Monthly based upon the final shrinkage from the prior month as of the 7th calendar day of each month.

Rate – IRD chargeback will be at the full equipment cost (at then-current DIRECTV pricing). Credits for IRDs previously charged back that are returned to DIRECTV will be credits at 90% if returned within 30 days of the when the shrinkage occurred. Returns after 30 days will receive no credit.

EXHIBIT 3.d.**DROP MATERIALS: TOOLS****REQUIRED MATERIALS TO PERFORM EACH WORK ORDER**
(subject to change from time to time)**See the Service Provider Installation Guide("SPIG") and P&P****MINIMUM TOOLS REQUIRED TO PERFORM EACH WORK ORDER****DIRECTV® installer only**

Inclinometer w/Compass
 Digital Volt / ohm Meter
 Satellite Signal Strength Meter

In some instances, DIRECTV may provide tools to Contractor for used tied solely to the performance of Services (each such tool a "DIRECTV Tool"). DIRECTV shall inform Contractor of its cost of the DIRECTV Tools when furnished. DIRECTV shall retain title to all DIRECTV Tools provided by it to Contractor, if any, and Contractor shall promptly return all such DIRECTV Tools to DIRECTV upon DIRECTV's written request. DIRECTV shall have the right to recoup from Contractor its costs related to all provided DIRECTV Tools which are lost or are otherwise unaccounted for by Contractor.

ADDITIONAL TOOLS RECOMMENDED TO PERFORM EACH WORK ORDER

Adjustable Wrench 10"

Side Cutters

7/16" open end wrench

pliers

needle nose pliers

Slot Screwdriver set

Phillip Head Screwdriver set

Wire Strippers

Cable Prep Tool Set for RG-56

Crimp Tool to match RG-6 connectors

RJ-11 modular Crimp Tool for Telephone

Telephone Wire Line Tester

Torque Wrench

Staple gun for phone wire application

Hack Saw

Hammer, Decking, 20 oz.

Level, Pole type

Tape Measure (30')

English socket set to 3/4" w / ratchet

Metric socket set to 18mm w / ratchet

Bow Saw - 30"

Tree Prune w/ Fiberglass Handle

5 Gallon Pail

Cable Caddy

Drill, 1/2" electric

100' grounded extension cord

Drill, Cordless, 3/8"

Drill Bit 1/4" x 18" Masonry

Drill Bit 1/4" x 18" Wood Auger

Drill Bit 3/8" x 18" Wood Auger

Drill Bit 3/8" x 18" Masonry

Drill Bit 5/8" x 18" Wood Auger

Drill Bit 5/8" x 18" Masonry

Drill Bit for masonry anchors (3/16")

Fish Tape and Reel, 100'

Ladder, Fiberglass, House minimum 28'

Ladder, Step 6'

100' 3/8" rope hand line

Safety belt with strap

Post hole Digger (9' Scissors)

Spud Bar 72"

Round Tip Shovel

Trenching Shovel

EXHIBIT 3.e.(v)**PERFORMANCE STANDARDS/CHARGEBACKS/INCENTIVES**

The performance standards (the "Performance Standards") listed below establish the minimum operational standards with which Contractor must comply for all Services. The Performance Standards listed below do not comprise an all-inclusive list. Contractor is responsible for compliance with all terms and conditions of this Agreement and DIRECTV's policies and procedures, whether or not contained in this Exhibit 3.e.(v). Extreme weather/force majeure events and/or out-of-the-ordinary DIRECTV initiatives within particular DMAs will be reasonably taken into account by DIRECTV when making such monthly calculations. All Performance Standards shall be measured on a per DMA basis and are based upon monthly figures when measured approximately 2 weeks after the end of each fiscal month, unless otherwise provided herein.

Repeat Service Call (RSC)

Description - If Contractor closes any Work Order and DIRECTV subsequently has to roll a truck on a Service Call within ninety (90) days, Contractor will incur a chargeback penalty. For customer satisfaction reasons, Contractor will NOT be allowed to roll back on its own repeats. Although specific resolution codes will not be excluded, there is an allowance of 19% of all repeats within each measuring period that will be excluded to account for uncontrollable events. As an example, if you had 100 repeats within this ninety day window, you will be charged back for 81 repeats.

Frequency - Weekly (as the DIRECTV data is available)

Base Chargeback Rate - \$50 per each RSC

Service within 7 days (SIN7)

Description - Service Calls opened within seven (7) calendar days of the applicable closed Work Order Date of physical service or install/upgrade (including Movers/Former Customers) performed by Contractor at the address requesting service, will result in a fifty dollar (\$50.00) chargeback to Contractor. Contractor will not be routed back to any SIN7 Service Call of its doing. Notwithstanding the foregoing, Contractor shall be provided with a percentage buffer to reflect that not every Service Call within seven days of the prior closed Work Order is the result of the prior installation or service performance. Specifically, on a monthly basis, that number of opened Service Calls within seven days, rounded to the nearest whole number, that is equal to 3.0 % of all Work Orders closed by Contractor during the month (the "Buffer Number") will also equal the number of Service Calls within seven days that shall not be subject to chargeback.

FOR EXAMPLE PURPOSES ONLY: if Contractor performs 1,000 total Work Orders in one month and 70 of those Work Orders generate an opened Service Call within 7 days -

$$3\% \times 1000 = 30 \text{ (the Buffer Number)}$$

$$70 - 30 = 40 \text{ (the number of Service Calls over the Buffer Number)}$$

$$40 \times \$50 = \$2,000 \text{ (the total Service within 7 days chargeback for that DMA)}$$

Frequency - Weekly (as the DIRECTV data is available)

Base Chargeback Rate - \$50 per SIN7 above the Buffer Number

Return Path

Description - Per the Statement of Work, all new installs should include the installation of a phone line. Any IRD that has a successful return path (phone line, broadband or applicable SWM) will be counted in this

measurement. The return path is measured on a pre-receiver basis (i.e., if 4 rooms are installed with an IRD and only 1 IRD has a successful return path, the return path measurement is 25%). Based upon Contractor's return path percentage, you may incur a chargeback or earn an incentive.

Frequency – Weekly (as the NRB data is available)

Base Chargeback/Incentive Rate – See below

<u>Return Path %</u>	<u>Incentive or Chargeback</u>
≤ 10%	\$5 chargeback per each paid Work Order (i.e., \$5 x the aggregate # of all Work Orders during the measuring period)
> 10% but ≤ 25%	\$2 chargeback per each paid Work Order
> 25% but ≤ 30%	Neutral Zone
> 30% but ≤ 50%	\$5 incentive per each paid Work Order
> 50%	\$10 incentive per each paid Work Order

On-time Guarantee (OTG)

Description – The OTG is a fee charged by DIRECTV for any instances where Contractor did not show up within the agreed upon schedule appointment window. If Contractor was responsible for the OTG, as shall be determined by DIRECTV, Contractor will incur a chargeback penalty.

Frequency – Weekly (as the DIRECTV report is available)

Rate – \$50 per OTG

Damage Claims

Description – If Contractor is the cause of damage to a customer's home/property and is unable to resolve claim on its own (either settlement or formal, written denial along with indemnification/defense of DIRECTV from any subsequent customer lawsuit), Contractor will be charged back for the amount processed by the DIRECTV claims department to settle the claim.

Frequency – Weekly

Base Chargeback Rate – Cost to settle claim, as shall be determined solely by DIRECTV, with customer plus \$50 processing fee

Office of the President (OOP) Chargeback

Description – If service is below customer expectations and results in the customer contacting DIRECTV management, Contractor may receive an OOP chargeback of either \$750 or \$1,500. The fee is \$1,500 if the customer terminates his/her DIRECTV service as a result of the problem and \$750 if the customer continues with DIRECTV. If Contractor is responsible for the OOP, as shall be determined solely by DIRECTV, Contractor will incur a chargeback penalty.

Frequency – Weekly as incurred

Base Chargeback Rate – \$750 or \$1,500, as applicable

Dish/Switch Chargeback

Description – If Contractor is responsible for any dish/switch shrinkage identified as part of the month-end inventory process, you will be charged back for this equipment.

Frequency – Monthly based upon the final shrinkage from the prior month

Base Chargeback Rate – Dish/switch chargeback at the then-published item cost

Equipment Chargeback

Description – If Contractor is responsible for any IRD shrinkage identified as part of the month-end inventory process, you will be charged back for the missing equipment.

Frequency – Monthly based upon the final shrinkage from the prior month

Base Chargeback Rate – IRD chargeback will be at the then-published item cost

Equipment Returns

Description – When an upgrade or Service Call is completed and it includes a swap/replace, it is required that DIRECTV receive the existing IRD that was replaced. This is particularly true in the case of advance product (HD, DVR or HD/DVR combo). As such, DIRECTV offers an incentive to encourage Contractor to return all IRD swaps from upgrades and Service Calls. The IRD must be part of a swap/replace completed by Contractor (as validated by Work Order closure data).

Frequency – Monthly

Base Incentive Rate - \$5 for each advance product IRD and \$1 for each standard IRD.

EXHIBIT 4.a.(i)

RATE MATRIX

To be provided separately